

**AGREEMENT BETWEEN
THE COMMUNICATION OFFICERS ASSOCIATION AND
THE CITY OF SUNNYVALE
DECEMBER __, 2005**

It is understood and agreed between the Communication Officers Association (COA) and the City of Sunnyvale (City) that the following agreement has been reached:

WHEREAS, the COA and the City are parties to a Memorandum of Understanding (MOU), the term of which expired on December 31, 2004 and was thereafter extended to expire on December 31, 2005; and

WHEREAS, in 2005, the City timely notified the COA of its desire to negotiate a successor MOU by letter dated September 16, 2005, and the parties commenced negotiations on October 5, 2005; and

WHEREAS, is the intent of the parties to extend the term of their current MOU (which expires on December 31, 2005) while the City and the Public Safety Officers' Association (PSOA) engage in collective bargaining negotiations for a successor MOU between PSOA and the City because the parties believe that the negotiations between the City and PSOA should be completed before negotiations commence for a successor agreement between the parties; and

WHEREAS, the parties acknowledge that the agreement between the City and PSOA expires on June 30, 2006 and it is expected that negotiations will commence between the City and PSOA in the months preceding the expiration of their agreement; and

WHEREAS, the parties desire to extend their current agreement to a date which is exactly ninety (90) days from approval by the City Council of a successor agreement between the City and PSOA.

WHEREAS, the COA and the City agree to modify Article 4.1 so that it reads as follows effective January 1, 2006:

4.1 The term of this agreement shall be from January 1, 2006 until exactly 90 calendar days from the date the City Council of the City of Sunnyvale approves a successor MOU between the City and the Public Safety Officers Association. The parties anticipate that a successor MOU between the City and PSOA will be entered into sometime in 2006 since the term of the current MOU between the City and PSOA expires on June 30, 2006. The parties anticipate and desire to be back at the collective bargaining table to negotiate a successor MOU as soon as the successor agreement between the City and PSOA is approved.

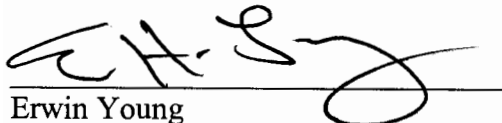
Notwithstanding any other language in the MOU, the parties want to preserve their respective bargaining positions vis-à-vis one another. So, language involving "pay formulas," "ties" to PSOA salary increases, and the like are not to be affected, one way or the other, by this MOU extension. On the other hand, and again notwithstanding any

other language in the MOU, the parties agree that neither wishes to encourage "stalling" in negotiations. Thus, for there to be any wage or benefit increase to COA bargaining unit members, it will have to be negotiated in the successor MOU. It will not come as a result of other language in the existing MOU involving a "tie" to the PSOA. Such a "tie" may exist in the successor MOU, but, again, there will not be a wage or benefit increase to bargaining unit members except as negotiated in said successor MOU.

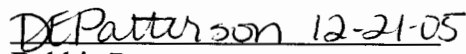
Also, notwithstanding the above, either party to this Agreement may cut short the term of the Agreement, by giving thirty (30) days' written notice to the other. At that point, the MOU will expire. As soon as possible thereafter, the parties will begin to negotiate a successor MOU.

Agreed and Accepted this ____ day of December, 2005.

CITY OF SUNNYVALE



Erwin Young
Director of Human Resources

**COMMUNICATIONS OFFICERS
ASSOCIATION**


Debbie Patterson
COA President

APPROVED AS TO FORM

LIEBERT CASSIDY WHITMORE


Peter J. Brown
Attorneys for City of Sunnyvale

CARROLL, BURDICK & McDONOUGH


Ronald Yank
Attorneys for Communication Officers
Association